

4498

BILL NO. S-79-06-14

SPECIAL ORDINANCE NO. S- 101-79

AN ORDINANCE approving City Utilities
Purchase Order No. 1109 with Price
Brothers Company for equipment for the
Water Maintenance & Service Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE,
INDIANA:

SECTION 1. That City Utilities Purchase Order No. 1109, dated
May 29, 1979, between the City of Fort Wayne, by and through the City
Utilities Purchasing Agent and the Board of Public Works and Price Brothers
Company, for:

Various sizes of Tapping Saddles for making water taps
for Water Maintenance & Service Department,

at a cost of \$3,988.00, all as more particularly set forth in said Purchase
Order, which is on file in the Office of the Department of Purchasing and
is by reference incorporated herein and made a part hereof, be and the same
is in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be effective upon passage
and approval by the Mayor.


Councilman

APPROVED AS TO
FORM & LEGALITY


William N. Salin, City Attorney

Read the first time in full and on motion by Burns, seconded by Salinas, and duly adopted, read the second time by title and referred to the Committee on City of Fort Wayne (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 6-12-79

Charles W. Winterman
CITY CLERK

Read the third time in full and on motion by Burns, seconded by V. Schmidt, and duly adopted, placed on its passage. PASSED (~~Lost~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>✓</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>✓</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 6-26-79

Charles W. Winterman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2401-79 on the 26th day of June, 1979. ATTEST: (SEAL)

Charles W. Winterman
CITY CLERK

Winfield C. Mason Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 27th day of June, 1979, at the hour of 11:30 o'clock A. M., E.S.T.

Charles W. Winterman
CITY CLERK

Approved and signed by me this 5 day of July, 1979 at the hour of 3:30 o'clock P. M., E.S.T.

Robert Elamshong
MAYOR

Bill No. S-79-06-14

REPORT OF THE COMMITTEE ON CITY UTILITIES

We, your Committee on City Utilities to whom was referred an Ordinance

approving City Utilities Purchase Order No. 1109 with Price

Brothers Company for equipment for the Water Maintenance & Service
Department

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance 28 PASS.

PAUL M. BURNS - CHAIRMAN

SAMUEL J. TALARICO - VICE CHAIRMAN

VIVIAN G. SCHMIDT

DONALD J. SCHMIDT

JAMES S. STIER

6-26-79
DATE _____ CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK

Memorandum

To H. P. Wehrenberg, Board of Works

Date May 29, 1979

From Ruth Winget, Purchasing Department

Subject Tapping Sleeves

COPIES TO:

E. A. Stanczak
N. Nagel
J. Moran

Attached is quotation and Purchase Order Number 1109 which has been prepared favoring Price Brothers for Three (3) Tapping Saddles for Water Maintenance & Service Department.

Please include the attached supporting information when this ordinance is submitted to City Council for approval. No confirming purchase order number is to be given to Price Brothers until evidence of Council approval is furnished to the Purchasing Department.

Ruth Winget (S.M.)
Ruth Winget

Approved:

James R. Snyder
James R. Snyder

67-175-15
6/1/79

Council
6/12/79

PRESSURE PIPE DIVISION

QUOTATION TP-6-79

DATE May 23, 1979

TO:—

City Purchasing Department
Room 470, City-County Building
Fort Wayne, IN 46802

Attention: Ms. Ruth Winget

We propose to furnish the following described materials at prices and conditions as noted below for use in construction of

A Pressure Connection

Located at Fort Wayne, Indiana bid on which will be received Direct

Engineer or Architect _____

F.O.B. Dayton, Ohio Terms of payment: Net 30 Days

QUANTITY	DESCRIPTION	PRICE
	SALES OR USE TAX ARE NOT INCLUDED In these quoted prices and purchaser is responsible for payment of any such assessments	
1	6" Tapping Saddle for a 24" I.D. Concrete Water Main	\$1,144.00 Each
1	8" Tapping Saddle for a 24" I.D. Concrete Water Main	\$1,209.00 Each
1	12" Tapping Saddle for a 24" I.D. Concrete Water Main	\$1,635.00 Each
	Freight Charges are not included in the above price.	
	<p>RECEIVED PURCHASING DEPT.</p> <p>MAY 29 1979</p> <p>AM 7:8:9:5:11:12:13:14:5:6 PM</p> <p>A</p>	

SPECIFIC JOB QUOTATION

Sheet 2 of 2*Price Brothers Company*

FORT WAYNE, INDIANA

QUOTATION NO. TP-6-79DATE May 23, 1979

QUANTITY	DESCRIPTION	PRICE
	<p>SALES OR USE TAX ARE NOT INCLUDED in these quoted prices and purchaser is responsible for payment of any such assessments</p> <p>If our proposal is acceptable, please sign below as indicated and return a signed copy to our office, retaining one copy for your files. No work will be performed by our personnel unless a signed copy of this proposal is in our possession.</p>	

Based on present production schedules, shipment should be started _____ weeks after receipt of an order and necessary engineering approvals and completed at a rate jointly determined by the purchaser and seller, subject to the terms and conditions herein. Changes in our production schedule prior to acceptance of this quotation may require adjustments in the delivery estimate.

Price shown for extra fittings, if they are required, are in addition to the per linear foot price for their laying lengths.

This quotation is valid for acceptance for 15 days from date of bid shown on this quotation. If an award is not made within that time, we will accept an order from you contingent upon your receipt of a contract with the owner.

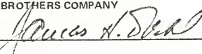
Payment shall be due 30 days after the date of invoice.

A SERVICE CHARGE of 1% per month on the unpaid balance will be due on all amounts unpaid 30 days after the due date.

This quotation is made subject to all terms and conditions above and printed on the reverse side of this sheet. All quotations subject to correction of stenographic errors.

PRICE BROTHERS COMPANY

By


 Title JAMES H. DIEHL, CENTRAL DISTRICT MANAGER

The signed acceptance of this quotation constitutes a contract to purchase in accordance with all terms and conditions referred to above, when signed by an authorized officer of a corporation, or by a partner doing business as a partnership, or by an individual when doing business as an individual, or by its or their authorized agent.

ACCEPTANCE. I / we hereby accept the prices and all terms and conditions of the above specified job quotation, and subscribe my / our signature hereto to constitute a Contract with Price Brothers Company.

Firm _____

By _____

Print Name _____

Title _____

_____ 19 _____

TERMS AND CONDITIONS

1. These terms and conditions are an offer by us to you, subject to the approval of our Credit Department, and may only be accepted on these exact terms and conditions. The contract formed by your acceptance of this Quotation will constitute the exclusive, complete and final agreement between us, and there are no other agreements, representations, promises or statements between us either expressed or implied. If you issue a document of your own, this Quotation shall supersede the terms and conditions of your document.
2. **Payment**
 - a. All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket, whether signed by you or not, and our other delivery records.
 - b. You will receive monthly statements from us showing amounts delivered and payments due. Failure to notify us of discrepancies prior to the due date of each statement constitutes irrevocable acceptance of the materials, workmanship and delivery schedule for the materials covered by the statement.
 - c. In the event of your failure to make payments when due on this or any other order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law.
 - d. Sales or Use Tax are not included in the prices and you agree that should it be determined that the material sold hereunder is taxable or subject to any governmental charge or license fee, you will assume any such liability.
 - e. All funds received by you or payable to you for satisfaction of the amounts due us hereunder, shall be held as a trust fund for the payment of your obligations to us, and shall not be applied to other purposes until your obligation to us is satisfied.
 - f. In the event of any default by you in payment under this agreement or any other contract with or obligation to us, then, until you cure this default, we may at our election, apply any payments from you in such proportion to your various accounts with us as we deem proper.
3. **Delivery**
 - a. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the delivery schedule and that delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways or other property.
 - b. Unless stated otherwise in the quotation, shipments are quoted F.O.B. our plant with full freight allowed by the mode of transportation designated on the quotation at the published rates in effect at the time of quotation. Increases in tariffs on transportation charges are for your account.
 - c. Rail shipments are based on minimum car load lots.
 - d. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) An unloading point accessible over roads acceptable to the Trucker. (2) An area where unloading can be accomplished, quickly and efficiently with standard unloading methods. (3) Blocking and chocking if required for unloaded material. (4) Identification of Price and the Trucker regarding liability for personal injury, including death and property resulting from unloading done under your direction. (5) Flammens, lights or warning devices if required by local agents, governmental laws, rules or regulations. (6) Payment for unloading time in excess of one hour at the rate specified in the published tariff of the Trucker making removal. (7) Adequate quality labor and facilities to remove materials from truck. If any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied.
4. **Warranty and Limitations — Price products are warranted to be manufactured in accordance with specifications identified, modified where necessary to meet a reasonable interpretation, and to be free of defects in workmanship or materials for a period of one year after date of delivery. Our responsibility under this warranty is limited as follows:**
 - a. To the repair or to the furnishing by us above ground to the jobsite, of a replacement for defective or non-conforming products, or to the allowance of a credit for such products, at our option, strictly in accord with the procedure stated in Article 5 — Claims and Backcharges.
 - b. **PRICE ACCEPTS NO RESPONSIBILITY FOR DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED. ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE.**
 - c. Special items manufactured for a particular project are not subject to return for credit.
 - d. Materials, other than special items, manufactured for a particular project, when returned to our plant or storage yard and accepted by us as being undamaged, shall entitle you to a credit in the amount of 70% of net plant sales price of the returned materials, less transportation cost both ways. Returns must be approved by us in writing in advance in accordance with the procedure stated in Article 5 — Claims and Backcharges.
 - e. We shall not be liable for consequential, indirect or incidental damages, including without limitation, any liquidated damages or penalties of any kind which you may incur. We assume no obligation for expenses of any kind, whether arising from delays during replacement of materials for cause, or otherwise.
 - f. Our limitation of liability for consequential damages arising from this agreement must be commenced within one year after the cause of action has arisen.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY. OUR SOLE RESPONSIBILITY IS AS STATED.
5. **Claims and Backcharges**
 - a. Damages in Transit — Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense. Damage claims will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.
 - b. **Backcharges —**
 1. Claims for shortages or defective materials or non-conformity to specifications, which would be revealed by prompt inspection, must be made in writing to us immediately after any and all inspection of the materials to which any such claims can be investigated promptly.
 2. Claims of defective materials or non-conformity to specifications, not discernible by you from prompt inspection upon delivery, first discoverable by you upon installation of the products into the ground, or first discoverable upon failure of a portion of the pipeline to pass certain specified field tests, will be investigated promptly provided you give us notice in writing within 5 days after completion of the installation or testing. If, upon such investigation, satisfactory evidence is received establishing the defect or non-conformity and that any failure was the result of the quality of the product as delivered, your claim will be allowed in writing subject to the limitations of this agreement.
 3. No claim will be allowed except as provided above.
 4. Failure to provide us with written notice of defects in accordance with the above constitutes acceptance of the material delivered as fully complying with the terms of this order.
 - c. Since you are in exclusive control of the installation means and methods, the materials furnished hereunder shall be conclusively presumed to have conformed to all applicable specifications in the event they have been inspected by governmental authorities and not rejected prior to final installation.
6. **Indemnity — You expressly agree to indemnify and hold Price harmless from any and all loss, cost, liability or expense including attorney's fees relating to or in connection with any damage to persons or property involving the material following delivery.**
7. **Force Majeure — We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy resources, failure of carrier to deliver, equipment or material, in the event any legislative, executive, or judicial act of any political or governmental authority substantially affects Price's operations, in the event Price suspends or discontinues business for any reason, or any other reason beyond the control of Price.**
8. **Miscellaneous —**
 - a. All changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
 - b. Price's failure to insist upon strict performance of any provision of this agreement shall not constitute a waiver of that or any other provision or of any of the Seller's rights under this agreement, nor shall it constitute a waiver by Price of any subsequent default by you in the performance of this agreement.
 - c. A field representative of Price may from time to time be present on the job site and he will be glad to work with you and be of assistance to you. The field representative of Price shall have no authority to enter into any agreement or bind Price, and his presence shall not constitute an assumption of responsibility on the part of Price. Price shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
 - d. You agree to pay any and all costs, expenses and attorney fees which we may incur or become liable for by reason of our enforcing or attempting to enforce the terms of this agreement, including liens claims and the recovery of the same.
 - e. Should any part or provision of this agreement be declared invalid, unenforceable, illegal or in conflict with any law, the validity and enforceability of the remaining portions or provisions or portions of provisions shall not be affected.
 - f. The prices listed are unit prices for the quantities indicated. We reserve the right to change unit prices in the event of quantity changes.
 - g. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, receivers, legal representatives, successors and assigns of the parties.
 - h. The services of a Layout Technician are provided by us without charge for the purpose of obtaining approval of the project layout prior to manufacture. Any further layout or change following approval of the layout shall be charged to you at the rate of one hour per hour plus fringe benefits for the Layout Technician's time plus costs incurred by us resulting from additions or deletions to the original manufacturing order.
 - i. If we are required to store finished product 30 days beyond a jointly agreed to delivery date, a storage charge of 1% per month will be assessed on the purchase price of the product stored.

Price Brothers Company

PRESSURE PIPE DIVISION

P.O. BOX 825
DAYTON, OHIO 45401
513/ 226-8700QUOTATION TP-6-79DATE May 23, 1979

TO:-

City Purchasing Department
Room 470, City-County Building
Fort Wayne, IN 46802

Attention: Ms. Ruth Winget

We propose to furnish the following described materials at prices and conditions as noted below for use in construction of
A Pressure ConnectionLocated at Fort Wayne, Indiana bid on which will be received Direct
Engineer or Architect _____
F.O.B. Dayton, Ohio Terms of payment: Net 30 Days

QUANTITY	DESCRIPTION	PRICE
	SALES OR USE TAX ARE NOT INCLUDED In these quoted prices and purchaser is responsible for payment of any such assessments	
1	6" Tapping Saddle for a 24" I.D. Concrete Water Main	\$1,144.00 Each
1	8" Tapping Saddle for a 24" I.D. Concrete Water Main	\$1,209.00 Each
1	12" Tapping Saddle for a 24" I.D. Concrete Water Main	\$1,635.00 Each
	Freight Charges are not included in the above price.	

Price Brothers Company

FORT WAYNE, INDIANA

QUOTATION NO. TP-6-79

DATE May 23, 1979

QUANTITY	DESCRIPTION	PRICE
	<p>SALES OR USE TAX ARE NOT INCLUDED</p> <p>in these quoted prices and purchaser is responsible for payment of any such assessments</p> <p>If our proposal is acceptable, please sign below as indicated and return a signed copy to our office, retaining one copy for your files. No work will be performed by our personnel unless a signed copy of this proposal is in our possession.</p>	

Based on present production schedules, shipment should be started _____ weeks after receipt of an order and necessary engineering approvals and completed at a rate jointly determined by the purchaser and seller, subject to the terms and conditions herein. Changes in our production schedule prior to acceptance of this quotation may require adjustments in the delivery estimate.

Price shown for extra fittings, if they are required, are in addition to the per linear foot price for their laying lengths.

This quotation is valid for acceptance for 15 days from date of bid shown on this quotation. If an award is not made within that time, we will accept an order from you contingent upon your receipt of a contract with the owner.

Payment shall be due 30 days after the date of invoice.

A SERVICE CHARGE of 1% per month on the unpaid balance will be due on all amounts unpaid 30 days after the due date.

This quotation is made subject to all terms and conditions above and printed on the reverse side of this sheet. All quotations subject to correction of stenographic errors.

PRICE BROTHERS COMPANY

By

Title

JAMES H. DIEHL, CENTRAL DISTRICT MANAGER

The signed acceptance of this quotation constitutes a contract to purchase in accordance with all terms and conditions referred to above, when signed by an authorized officer of a corporation, or by a partner doing business as a partnership, or by an individual when doing business as an individual, or by its or their authorized agent.

ACCEPTANCE. I / we hereby accept the Prices and all terms and conditions of the above specified job quotation, and subscribe my / our signature hereto to constitute a Contract with Price Brothers Company.

Firm

By

Print Name

Title

_____ 19 _____

TERMS AND CONDITIONS

1. These terms and conditions are an offer by us to you, subject to the approval of our Credit Department, and may only be accepted on these exact terms and conditions. The contract formed by your acceptance of this Quotation will constitute the exclusive, complete and final agreement between us, and there are no other agreements, representations, promises or statements between us either expressed or implied. If you issue a document of your own, this Quotation shall supersede the terms and conditions of your document.
2. **Payment**
 - a. All payments for materials furnished hereunder shall be made upon the basis of material delivered as shown by our delivery ticket, whether signed by you or not, and our other delivery records.
 - b. You will receive monthly statements from us showing amounts delivered and payments due. Failure to notify us of discrepancies prior to the due date of each statement constitutes irrevocable acceptance of the materials, workmanship and delivery schedule for the materials covered by the statement.
 - c. If you fail to make payment when due on this or any other order, or if at any time we have any doubt about your intention or ability to pay, we may decline to make any further shipments on this or any other order with you. Our rights and remedies in this regard are not exclusive and we retain all other rights and remedies at law.
 - d. Sales or Use Tax are not included in the prices and you agree that should it be determined that the material sold hereunder is taxable or subject to any governmental charge or license fee, you will assume any such liability.
 - e. All funds received by you or payable to you for satisfaction of the amounts due us hereunder, shall be held as a trust fund for the payment of your obligations to us, and shall not be applied to other purposes until your obligation to us is satisfied.
 - f. In the event of a default by you in making any payment due under this agreement or any other contract with or obligation to us, then, until you cure this default, we may at our election, apply payments from you in such proportion to your various accounts with us as we deem proper.
3. **Delivery**
 - a. Deliveries shall be made in accordance with a delivery schedule, which may be revised by mutual agreement to adjust to job conditions or manufacturing requirements. We cannot guarantee precise delivery dates and we shall not be responsible for delays in deliveries, nor liable for any losses, expenses or damages, including liquidated damages or penalties of any kind, which you may incur. Acceptance of delivery by you constitutes confirmation of your acceptance of the material delivered against which the delivery was made. In the event delivery is required beyond curb lines, you will be responsible for any damage to curbs, sidewalks, driveways or other property.
 - b. Unless stated otherwise in the quotation, shipments are quoted F.O.B. our plant with full freight loaded by the mode of transportation designated on the quotation at the tariff rates in effect at the time of quotation. Increases in tariffs on transportation charges are for your account.
 - c. Rail shipments are based on minimum car load lots.
 - d. Truck shipments are based on applicable state limit truck load lots. Delivery is tailgate, on board trucks unless otherwise specified. You agree to provide: (1) An unloading point accessible over roads acceptable to the Trucker, (2) An area where unloading can be accomplished, quickly and efficiently with standard unloading methods, (3) Sacking and chocking if required for unloaded material, (4) Identification of Price and the Trucker regarding liability for personal injury, including death and property resulting from unloading done under your direction, (5) Flaremen, lights or warning devices if required by local agents, governmental laws, rules or regulations, (6) Payment for unloading time in excess of one hour at the rate specified in the published tariff of the Trucker making delivery, (7) Adequate qualified labor and facilities to remove materials from truck, if any of the above are not provided, we reserve the right to stop deliveries until the condition is remedied.
4. **Warranty and Limitations** — Price products are warranted to be manufactured in accordance with specifications identified, modified where necessary to meet a change in interpretation, and to be free of defects in workmanship or materials for a period of one year after date of delivery. Our responsibility under this warranty is limited as follows:
 - a. To the repair or to the furnishing by us above ground to the jobsite, of a replacement for defective or non-conforming products, or to the allowance of a credit for such products, all at our option, strictly in accordance with the provisions set forth in Article 5, Claims and Backcharges.
 - b. PRICE ACCEPTS NO RESPONSIBILITY FOR THE DESIGN OF THE PROJECT OR INSTALLATION OF THE MATERIALS DELIVERED, ANY DEFECTS IN PROJECT DESIGN OR INSTALLATION OF MATERIALS VOIDS ANY AND ALL WARRANTIES, EXPRESSED OR IMPLIED, EXCEPT WARRANTY OF TITLE.
 - c. Price items manufactured for a particular project are not subject to return for credit.
 - d. Materials, other than special items, manufactured for a particular project, when returned to our plant or storage yard and accepted by us as being undamaged, shall entitle you to a credit in the amount of 70% of net plant sales price of the returned materials, less transportation cost both ways. Returns must be approved by us in writing in advance in accordance with the procedure stated in Article 5, Claims and Backcharges.
 - e. Price shall not be liable for damages, including indirect damages, including without limitation, any liquidated damages or penalties of any kind which you may incur. We assume no obligation for expenses of any kind, whether arising from delays during replacement of materials for cause, or otherwise.
 - f. Any action for breach of contract arising from this agreement must be commenced within one year after the cause of action has arisen.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE ABOVE. WE DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY. OUR SOLE RESPONSIBILITY IS AS STATED.
5. **Claims and Backcharges**
 - a. Damages in transit — Shipments must be inspected by you before unloading to ascertain any damage enroute. Charges for inspections or tests are your expense. Once damage is noted, it will not be accepted after goods are unloaded. Claims for shortages or damages must be made by notation on the face of freight bill or on the face of our delivery ticket at the time of unloading. The carrier, when accepting materials at our plant, is responsible for damages in transit and all claims for damages in transit shall be made promptly to the carrier by you. Our responsibility terminates when the carrier accepts our products for transportation.
 - b. Backcharges —
 1. Claims for shortages or defective materials or non-conformity to specifications, which would be revealed by prompt inspection, must be made in writing to us immediately and in any event, within 5 days after you receive the materials so that any such claims can be investigated promptly.
 2. Claims of defective materials or non-conformity to specifications, not discernible by you from prompt inspection upon delivery, first discoverable by you upon installation of the products into the ground, or first discoverable upon failure of a portion of the pipeline to pass certain specified field tests, will be investigated promptly provided you give us notice in writing within 5 days after completion of the installation or testing. If, upon such investigation satisfactory evidence is received establishing the defect or non-conformity, and that any failure was the result of the quality of the product as delivered, your claim will be allowed in writing subject to the limitations of this agreement.
 3. No claim will be allowed except as provided above.
 4. Failure to provide us with written notice of defects in accordance with the above constitutes acceptance of the material delivered as fully complying with the terms of this order.
 - c. Since you are in exclusive control of the installation means and methods, the materials furnished hereunder shall be conclusively presumed to have conformed to all applicable specifications in the event they have been inspected by governmental authorities and not rejected prior to final installation.
6. **Indemnity** — You expressly agree to indemnify and hold Price harmless from any and all loss, cost, liability or expense including attorney's fees relating to or in connection with any damage to persons or property involving the material following delivery.
7. **Force Majeure** — We are not responsible or liable for any delays or nonperformance in the event of fire, flood, explosion, the elements, or other catastrophe, acts of God, war, riot, civil disturbance, strike, lockout, refusal of employees to work, labor disputes, shortage or inability to obtain raw materials including energy requirements, failure of carriers to deliver either machinery, equipment or material. In the event any legislative, executive, or judicial act of any political or governmental authority substantially affects Price's operations, in the event Price suspends or discontinues business for any reason, or any other reason beyond the control of Price.
8. **Miscellaneous** —
 - a. All changes in the order must be in writing, showing the change and the order number. All costs for changes in the order will be at your expense, subject to the terms and conditions herein.
 - b. Price's failure to insist upon strict performance of any provision of this agreement shall not constitute a waiver of that or any other provision or of any of the Seller's rights under this agreement, nor shall it constitute a waiver by Price of any subsequent default by you in the performance of this agreement.
 - c. The representative of Price or of the Buyer who is present on the job site and he will be glad to work with you and be of assistance to you. The field representative of course, has no authority to modify this agreement or bind Price however, and since the installation is your responsibility under your supervision, Price shall not be responsible for any instructions or technical advice in connection with the design, installation or use of the materials sold hereunder.
 - d. You agree to pay any and all costs, expenses and attorney's fees which may be incurred or become liable for by reason of our enforcing or attempting to enforce the terms of this agreement, including without limitation, the cost of legal fees.
 - e. Should any part or provision of this agreement be declared invalid, unenforceable, illegal or in conflict with any law, the validity and enforceability of the remaining portions or provisions or portions of provisions shall not be affected.
 - f. The prices listed are net prices for the quantities indicated. We reserve the right to change unit prices in the event of quantity changes.
 - g. This agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, receivers, legal representatives, successors and assigns of the parties.
 - h. The services of a Layout Technician are provided by you without charge for the purpose of obtaining approval of the project layout prior to manufacture. Any further layout changes following initial approval may be billed to you at the current rate per hour plus fringe benefits for the Layout Technician's time plus costs incurred by us resulting from additions or deletions to the original manufacturing order.
 - i. If we are required to store finished product 30 days beyond a jointly agreed to delivery date, a storage charge of 1½% per month will be assessed on the purchase price of the product stored.

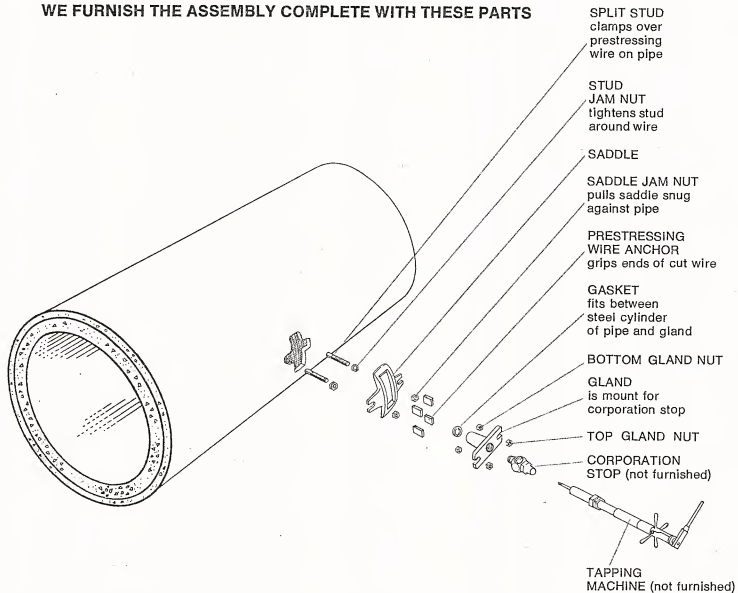
Quick service connections in concrete pressure pipe

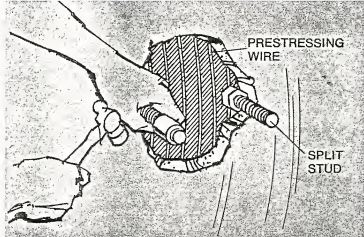


Tap fast under pressure

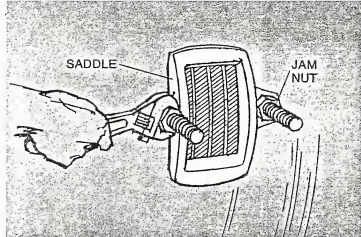
Here's the way to make service connections in prestressed concrete steel-cylinder pipe. Use this method for $\frac{3}{4}$ -inch to $1\frac{1}{4}$ -inch connections in 16-inch through 36" pipe. It works with either Mueller or iron pipe threads.

WE FURNISH THE ASSEMBLY COMPLETE WITH THESE PARTS

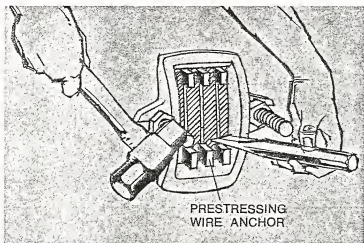




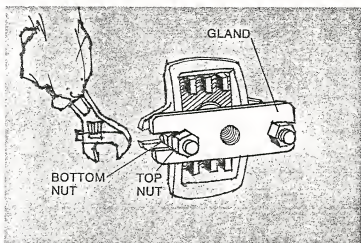
1. Chip coating and mount studs. Chip concrete pipe coating just enough to expose prestressing wires to be cut and one wire on each side to take split studs. Don't nick the cylinder. Move the location if you expose a seam in the cylinder. Drive split stud onto side wires. Pull jam nuts snug.



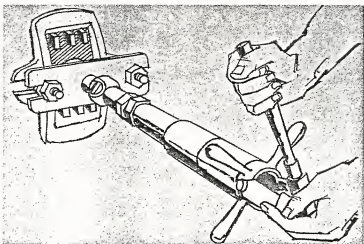
2. Position saddle. Slide saddle over studs. Finger tighten jam nuts. Tighten nuts $\frac{1}{4}$ turn with wrench.



3. Anchor prestressing wires. Seat prestressing anchor over each end of wire to be cut. Fit tight against saddle. Bottom snug against the cylinder. Don't cut more than 4 wires. Don't nick the cylinder.



4. Mount the gland. Run the bottom set of gland nuts about $1\frac{1}{2}$ inches down the studs. Slide gland over studs. Slip in gasket and tighten top nuts for watertight seal. Don't dent the cylinder. Back off bottom nuts to lock gland in place.



5. Install stop and drill. Install corporation stop. Hydrostatically test. Drill through cylinder and concrete core. Retract bit, close stop and remove drill.



6. Apply grout. Cover all metal parts with a 1 to 2 inch layer of 3:1 mix grout. Fill all voids in and around wires and saddle. The tap is now complete.

We furnish

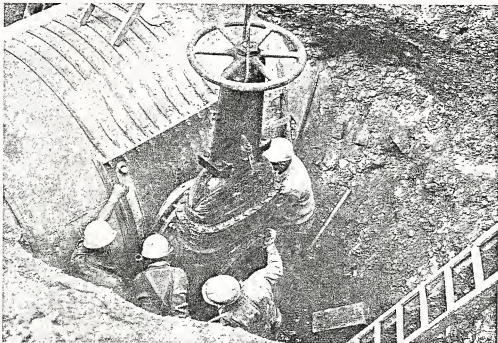
Studs
Saddle
Prestressing wire anchors
Gland and gasket as specified
Jam nuts

You furnish

Corporation stop
Grout mix

Tools required

2 lb. ball peen hammer
Chisels
 1/4-inch diamond point
 1/2 and 3/4-inch blade for mortar
 3/4-inch blade cold for wires
Wire brush to clean pipe
12-inch crescent wrench
14-inch pipe wrench
Test pump
Tapping drill and bit
Bucket and trowel



Large taps

We provide materials for any size tap.
The above shows a 24-inch tap being

made in an 84-inch concrete raw water
line.

Technical assistance

Call anytime to discuss your tapping requirements, large or small. We'll come to your job if you need us.

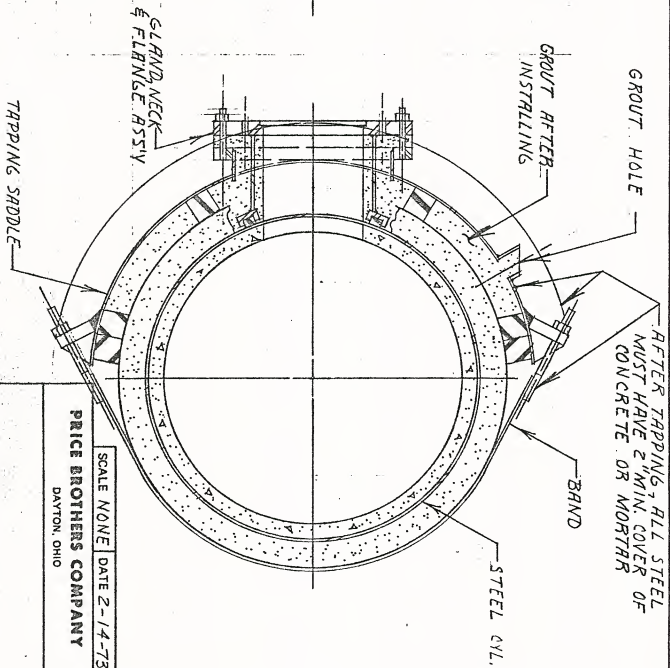
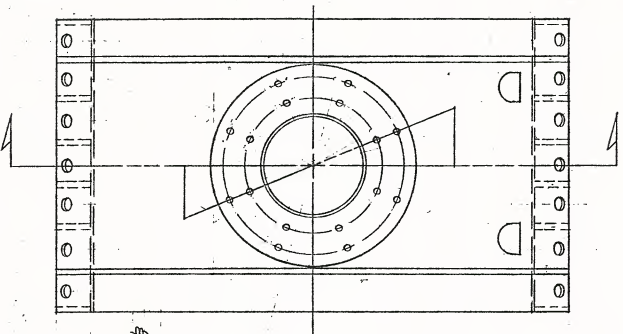
Price Brothers Company

Pressure Pipe Division, P. O. Box 825, Dayton, Ohio 45401

Prestressed Concrete Pressure Pipe Plants at:
Dayton, Ohio; Hattiesburg, Miss.; Beacon, N.Y.

Sales Offices at:

P. O. Box 825, Dayton, Ohio 45401
P. O. Box 5382, Jackson, Miss. 39216
P. O. Box 98, Tarrytown, N.Y. 10591



SCALE NONE DATE 2-14-73

PRICE BROTHERS COMPANY

DAYTON, OHIO

SP-5 TAPPING HSSV. (TYPICAL)

A	CHANGE	BY	DATE	DRAWN	APPROVED	DRAWING NO.
SYM				GDS		000 23269-H

Pine Brothers Company

P. O. BOX 825, DAYTON, OHIO 45401

PRESSURE PIPE DIVISION

TAPPING CONCRETE PRESSURE PIPE

THE SADDLE INSTALLATION AND TAPPING OPERATION

AWWA SPECIFICATION C301, LINED CYLINDER (SP-5) PIPE

FOUR INCH THROUGH TWELVE INCH TAPS (1)

1. Locate the springline (horizontal center line) of the pipe and the center line of the desired outlet location in the pipe. Measure half the saddle length plus one inch on each side of the outlet center line on springline of pipe, and mark. Area between marks, above and below springline which is to be covered by the tapping saddle must be on the barrel of the pipe and should be free of unusual irregularities.
2. Locate the tapping gland (or a template) so that it is centered on the springline at the outlet location with the flange face plumb. Hold firm and scribe a line approximately one inch from the outside of the gland.

CAUTION: Saddle must be installed before prestressing wire is cut.

3. Remove coating within the scribed area with sufficient care as to prevent any damage to the prestressing wires or to the steel cylinder. RE-MARK CENTER LINE OF OUTLET LOCATION ON STEEL CYLINDER.
4. Install the tapping saddle against the pipe so that the outlet is centered on the area from which the coating was removed and the re-marked center line of outlet. Provide temporary support for saddle and assemble saddle bands around pipe to saddle. Beginning at extreme ends of saddle, tighten bands alternately with only enough torque to lightly seal the grout retaining gaskets between the saddle and the pipe coating. Check and adjust as necessary so that the saddle flange is plumb and centered on the proper location.

5. Pour cement grout into the space between the saddle and the pipe, pouring through grout holes provided in the top of the saddle. Loosely plug the grout holes in the bottom of the saddle to prevent excessive loss of grout and still assure complete grouting. Allow sufficient time for grout to harden before proceeding.

When grout has hardened beyond the pliable stage, alternately tighten bands "hard" to provide proper load distribution and thoroughly secure the tapping saddle.

6. Insert gland against the prestressing wires to check it for proper curvature, and to see that the gland gasket area is clear of any pipe coating. Remove gland. When these checks are satisfactory, proceed.
7. Cut and remove all prestressing wires within the area even with the inside edge of the saddle neck. The cutting of the wires must be done with CAUTION to preclude any damage to the cylinder by the chisels or other cutting tools. (2) Carefully clean the area on which the gland gasket will "seat". Install stud bolts for mounting gland to saddle.
8. Be sure that the rubber gland gasket is properly seated and secured in the gland gasket groove, then install gland so that its gasket fits firmly against the pipe cylinder. Tighten nuts on gland alternately and evenly to thoroughly compress gland gasket without allowing the gland steel to "home" out against the steel cylinder, also keeping the gland flange plumb. Gauge space between flanges at bottom bolts, loosen bottom nuts and install spacers or washers to completely fill the gap. Re-tighten nuts (3)

HYDROSTATICALLY TEST TAPPING SADDLE INSTALLATION

9. Install the stud bolts for mounting tapping valve to the gland flange. Install gasket, test flange and gauge. Connect pump and fill gland with clean water. Pump up pressure to a minimum equal to the operating pressure of the water line, or higher if specified and required. Carefully inspect for leaks to be sure that no water escapes past the gland gasket. Upon completion of a satisfactory test, continue with tapping procedure, after removing test flange.

10. Clean flange faces and install the tapping valve, using a new tapping valve flange gasket. Torque bolts evenly using recommended procedure for tightening flange bolts. Check valve operation, leaving it in full open position. Re-check required "travel distance" by measuring through valve to pipe cylinder. Provide a support under the tapping valve before attaching the tapping machine. (4)

APPROPRIATE TAPPING MACHINE ASSEMBLY AND OPERATION INSTRUCTIONS SHOULD BE FOLLOWED FOR MOUNTING THE TAPPING MACHINE, MAKING THE TAP, AND REMOVING THE TAPPING MACHINE.

11. Tapping cut completed and tapping machine removed, partially open the tapping valve to "blow off" any loose cuttings. Completely close the valve.
12. Install diaper to span saddle neck flange, gland and valve flanges, and bolting. Pour cement grout between saddle and gland flanges to completely fill the space between the saddle and gland necks. Continue to pour grout until the diaper is completely full, then using a "stiffer" grout mix, trowel the grout in place over the top, between the ends of the diaper.
13. See that the entire tapping saddle and bands are encased in concrete or mortar to provide at least two inches of cover over all steel.

TAP IS COMPLETE

NOTES :

- (1) Instructions are for installation on side of pipe. If on top of pipe, "Top Center Line" of pipe should be used in place of "springline", and flange faces should be "level" rather than "plumb". IN ALL CASES, center line of outlet must intersect center line of pipe with outlet flanges perpendicular to center line of outlet.
- (2) To remove prestressing wires, first use a sharp chisel to "nick" each wire near one edge of opening such that wire snaps from its own tension. Next, use a small piece of iron pipe as a sleeve and lever to bend wires away from cylinder. Use cutting torch to cut wire at other edge of opening.

concrete for permanence

- (3) Taps centered at the springline should have spacers or washers on bottom (2) bolts. Taps centered above 45° should have spacers or washers on (4) bolts at quarter points (90° apart).
- (4) Support for valve is not required if center line of outlet is in top 90° of pipe.

CITY OF FORT WAYNE CITY UTILITIES

DEPARTMENT OF PURCHASES
CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

Price Brothers Company
P.O. Box 825
1932 Monumental Avenue
Dayton, Ohio 45401

Vendor No. 5043-01

67-175-16 6/4/79
ORIGINAL
PURCHASE ORDER NO. 001109

This number must appear on each package, packing slip, invoice, bill of lading, express receipt and correspondence.
DATE May 29, 1979

SHIP TO —

Water Maintenance & Service Dept.
415 East Wallace Street
Fort Wayne, Indiana 46803

Dept. No. 22

MAIL ALL INVOICES TO —
CITY UTILITIES

GENERAL ACCOUNTING
4th FLOOR CITY-COUNTY BUILDING
NUMBER ONE EAST MAIN STREET
FORT WAYNE, INDIANA 46802

INVOICE IN DUPLICATE, INCLUDING
CERTIFICATION AS REQUIRED BY
INDIANA STATE BOARD OF ACCOUNTS

QUANTITY RECEIVED	QUANTITY ORDERED	DESCRIPTION	ACCT. OR W.O. NO.	UNIT PRICE	TOTAL
			22-154.02		
1	1	24" x 6" Tapping Saddle			\$1,144.00
1	1	24" x 8" Tapping Saddle			1,209.00
1	1	24" x 12" Tapping Saddle			1,635.00
					\$ 3,988.00

APPROVED
Board of Public Works

Henry A. Clambrone
Edward J. Lamm
May G. Scott

Net 30
Price per: Russ Clambrone
F.O.B. Dayton
Ship: 4-6 weeks

SUBJECT TO COUNCILMANIC APPROVAL

RW/pl #5204

ATTENTION!

Send all Invoices to General Accounting
4th Floor, City-County Bldg.
1 E. Main St.
Fort Wayne, Indiana 46802
Show P. O. Number on Packing Slip
and Invoice.

NOTE: TERMS OF PAYMENT MUST BE SHOWN ON FACE OF INVOICE. OTHERWISE A 2% CASH DISCOUNT WILL BE TAKEN

City Utilities

Price Brothers
P.O. Box 825
1932 Monumental Ave

PURCHASE REQUISITION

Date May 15, 1979

Please order the following Material for Delivery as Specified:

To be delivered to Water Maintenance & Service Dept. Req. No. 5204On or before 415 E. Wallace StreetP. O. No. 1109

QUANTITY	DESCRIPTION	DIST. NO.	DEPARTMENT ESTIMATED COST
	22-15402		
1	24" x 6" XXXXXXXXXX Topping Saddle		1,144.00
1	24" x 8" XXXXXXXXXX Topping Saddle		1,209.00
1	24" x 12" XXXXXXXXXX Topping Saddle		1,635.00
			\$3,988.00
	- Rush -		
	per 30		
	Price Rev: Russ Ciambone		
	F.O.B. Dayton		
	Ship 4-6 wks.		
	XXXXXXXXXX		
	Subject to Councilmanic approval.		
REMARKS:			
5043-01	CL		

I hereby certify that the work or supplies above specified are necessary for stock or use in this department.

Department

Water Maint. & Serv.

Single Source
Norbert E. Nagel

Dept. Head

Charge Light

Water

Sewage

Price

513-226-8717

w/c

Russ Ciambone

RECEIVED
PURCHASING DEPT.

MAY 16 1979

AM 28-0911212846

/A\

4498

TITLE OF ORDINANCE SPECIAL ORDINANCE - CITY UTILITIES PURCHASE ORDER NO. 1109 - PRICE BROTHERS CO.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

S-79-06-14

SYNOPSIS OF ORDINANCE CITY UTILITIES PURCHASE ORDER NO. 1109, PRICE BROTHERS COMPANY FOR VARIOUS SIZES OF TAPPING SADDLES FOR MAKING WATER TAPS, IN AMOUNT OF \$3988.00 AS REQUESTED BY THE WATER MAINTENANCE & SERVICE DEPARTMENT.

PRICE BROTHERS CO. IS SINGLE SOURCE FOR THESE ITEMS

(MEMORANDUM AND PURCHASE ORDER ATTACHED)

EFFECT OF PASSAGE ACQUISITION OF TAPPING SADDLES FOR MAKING SERVICE CONNECTIONS

EFFECT OF NON-PASSAGE INABILITY TO CONTINUE WITH WORKLOAD

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$3988.00 FROM WATER UTILITY

ASSIGNED TO COMMITTEE